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COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

D. T. E. No. 98-57

REQUEST: Department of Telecommunications and Energy's Record Requests to MediaOne Telecommunications of Massachusetts, Inc. and AT&T Communications of New England, Inc.

DATED: January 28, 2000

RR-100: Please revise Exhibit SET-3 to Mr. Turner's testimony to correct the mileage error in the workpapers and revise Exhibit SET-2 and Exhibit SET-3 to correct the incorrect title included on line 4. If necessary, please also revise the corresponding testimony to reflect the mileage correction.

Respondent: Steven E. Turner

RESPONSE: See the revised exhibits attached. Also, as suggested at the hearings, upon correcting the mileage in Exhibit SET-3, the numbers in Mr. Turner's testimony as it currently stands are correct. That is, Mr. Turner's analysis was based on the correct mileage numbers; the Exhibit simply did not reflect that fact. Therefore, no modifications to his testimony are required.

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RR-101: Part 1: Are there any rates that are contained in proposed Tariff 17 that would address compensation for the increased transport identified by Bell Atlantic?

Part 2: Please provide examples of how arrangements for interconnection facilities are dealt with in interconnection agreements and how the transport is mutually compensated under interconnection agreements.

Respondent: Steven E. Turner

RESPONSE: Part 1: There do not appear to be any provisions in the proposed tariff that establish rates for the purchasing of transport that is identified by Bell Atlantic in Part A, Section 1.7.12 of the proposed tariff, but Bell Atlantic has identified the source of the rates it would apply in response to an information request. Section 1.7.12 requires CLECs to provide either (1) a point of termination (under the tariff language within each rate center where a CLEC has a customer, though Bell Atlantic through Mr. Howard's surrebuttal testimony has indicated it is willing to redefine where a CLEC must provide a point of interconnection) or (2) transport to a location designated by Bell Atlantic, either by provisioning the transport or by purchasing the transport. In response to information request GN-BA 2-1, which asked Bell Atlantic to identify the rate Bell Atlantic would charge if the CLEC purchased such transport from Bell Atlantic, Bell Atlantic responded that it would provide the transport under the terms and conditions of Bell Atlantic's Access Tariff No. 15. Thus, Bell Atlantic would apply Access Tariff rates, a completely inappropriate choice even if there were a basis for any charge because Access Rates should not be used for wholesale services.

Part 2: As Mr. Turner noted at the hearing, there is very little said regarding interconnection in the Interconnection Agreements in that these arrangements are normally negotiated between the companies on an ongoing basis as each party's network develops. In the AT&T Interconnection Agreement with Bell Atlantic for Massachusetts, there is no separate section on interconnection at all. Instead there are references to "Meetpoint A" at the end office and reciprocal compensation rates that would apply in this instance, and references to "Meetpoint B" at the tandem and reciprocal compensation rates that would apply in this instance. The transport that is necessary to establish these "meetpoints" and how each side would be compensated for this transport is not specified in the Interconnection Agreement as Mr. Turner expected.

It should also be noted that in the definitions section of the Interconnection Agreement, "Fiber-Meet," which is the likely reference to the "meetpoints" above, is defined as "an interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location." (Emphasis added.) In other words, while the Interconnection Agreement does not specify how this is done, it does explicitly note that the location of the interconnection is "mutually agreed." Moreover, in "meetpoint" arrangements, each party bears their own cost of delivering their fiber to the "meetpoint" as Mr. Turner described in the hearing.

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Finally, the only other significant reference to the interconnection facilities within the Interconnection Agreement is found in the Operations Plan and Implementation Team Attachment, which notes: "The Operations Plan will include, among other things, provisions concerning the following: (a) agreement on physical architecture for the interconnection of the Parties' network." Again, the facilities, mileages, and meetpoint are all subject to agreement between AT&T and Bell Atlantic for these interconnection arrangements. This is as Mr. Turner described in testimony both written and at the hearing.